Request for Tender

for

Supply and Delivery of Medical, Janitorial, and/or Battery Supplies for Niagara Emergency Medical Service

Request for Tender No.:	**2017-T-13**
Issued:	**Wednesday April 12, 2017**
Submission Deadline:	**Thursday May 4, 2017 at 2:00pm**
Submission Location:	**THE PURCHASING OFFICE** **The Regional Municipality of Niagara** **Campbell West Building** **1815 Sir Isaac Brock Way** **Thorold, Ontario, L2V 4T7**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Request for Tender ("RFT") is an invitation by The Regional Municipality of Niagara ("Niagara Region") to prospective bidders to submit bids for the provision of **Supply and Delivery of Medical, Janitorial, and/or Battery Supplies for Niagara Emergency Medical Service** as further described in Appendix D – RFT Particulars (the "Deliverables"). Bidder(s) may bid on one (1), two (2), or all three (3) Groups.

Niagara Emergency Medical Services (NEMS) includes more than 300 Primary and Advanced-Care Paramedics and a fleet of more than 50 operational vehicles, responding to more than 75,000 calls annually in the Niagara Region. A number of pharmaceutical products are routinely required by paramedics in the course of providing pre-hospital care. The Paramedic Scope of Practice and direction for the administration of pharmaceuticals is as outlined in the appropriate Patient Care Standard issued by the Emergency Health Services Branch of the Ontario Ministry of Health and Long-Term Care. Clinical practice, including the use of pharmaceuticals, is governed by the Hamilton Health Sciences' Centre for Paramedic Education and Research (CPER). The CPER Associate Medical Director performs the role of Prescribing Physician for all pharmaceuticals required by the NEMS and will issue prescriptions for all pharmaceuticals requiring a prescription.

The Successful Bidder(s) shall ensure that all supplied items conform to Provincial Equipment Standards for Ontario Ambulance Services, July 2017, Version 3.0 Ambulance Service Patient Care & Documentation Standards, Ambulance Service Communicable Disease Standard as may be applicable, as well as associated applicable legislation, standards and regulations regarding the medical supplies and equipment utilized in the paramedic setting related to the land ambulance health care environments, as may be amended from time to time.

The Successful Bidder(s) shall provide medical supplies information, advice, problem solving, and in-service assistance to the Service as may be required on request.

Please refer to Appendix D – RFT Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the bidder must satisfy if selected to enter into a contract for the Deliverables.

1.2 Niagara Region's Procurement Bylaw

Niagara Region's procurement processes are governed by its Procurement By-Law No. 02-2016 (http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) ("Niagara Region's By-law"). It is the bidder's responsibility to become familiar with and comply with Niagara Region's By-law, which is available on line at:

If the terms of the RFT are more restrictive than the terms of Niagara Region's By-law, the terms of the RFT will prevail.

1.3 Niagara Region Contact

For the purposes of this procurement process, the "Niagara Region Contact" shall be:

Vicki Lafford-Field
Purchasing Agent
Procurement and Strategic Acquisitions, Enterprise Resource Management Services
Tel: 905-980-6000 ext. 3659
Vicki.Lafford-Field@niagararegion.ca

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

1.4 Accommodations for Bidders with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFT process.

If a bidder requires this RFT in a different format to accommodate a disability, the bidder must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFT in the different format will be issued only to the requesting bidder and all addenda will be issued in such different format only to the requesting bidder.

1.5 Contract for Deliverables

The selected bidder will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFT (the "Contract"). It is Niagara Region's intention to enter into the Contract with **one (1) or more legal entity**.

The term of the Contract is to be for a period of one (1) year ("Year One") with an option in favour of Niagara Region to extend the Contract on the same terms and conditions for an additional optional term of **up to a maximum four (4) one year optional terms ("Year Two", "Year Three", "Year Four" and "Year Five").**

The term of the Contract shall be as follows:
Year One Upon the issuance of a Purchase Order to May 31, 2018

Optional Terms shall be as follows:
Year Two June 1, 2018 to May 31, 2019
Year Three June 1, 2019 to May 31, 2020
Year Four June 1, 2020 to May 31, 2021
Year Five June 1, 2021 to May 31, 2022

1.6 RFT Timetable

Issue Date of RFT	**Wednesday April 12, 2017**
Deadline for Questions	**Tuesday April 25, 2017**
Deadline for Issuing Addenda	**Thursday April 27, 2017**
Submission Deadline	**2:00 pm on Thursday May 4, 2017**
Public Opening	**2:15 pm on Thursday May 4, 2017 @ 1815 Sir Isaac Brock Way, Thorold**
Anticipated Date for Entering into Contract	**May 31, 2017**

The RFT timetable is tentative only, and may be changed by Niagara Region at any time.

1.7 Site Inspection

Not Applicable

1.8 Bid Submission

1.8.1 Bids Must Be Submitted to Prescribed Location

Bids must be submitted at:

THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7

1.8.2 Bids Must Be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the RFT on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

1.8.3 Bids Must Be Submitted in Prescribed Format

Bidders must submit **one (1)** hard copy of their bid enclosed in a sealed envelope that is prominently marked with the RFT title and number (see RFT cover page) and the full legal name and return address of the bidder.

Bidders must also include in the sealed envelope one (1) electronic copy of their bid saved on a USB key. If there is a conflict or inconsistency between the hard copy and the electronic copy of the bid, the hard copy of the bid shall prevail.

1.8.4 Bid Submission Content

Bidders must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFT Particulars. Other than inserting the information requested, a bidder may not make any changes to any of the required forms included in this RFT. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified. Irregularities in bid submissions will be addressed in accordance with Appendix F – Bid Irregularities.

1.8.5 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFT title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace.

1.8.6 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the bidder. Withdrawn bids will be returned unopened to the bidder.

1.8.7 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **ninety (90)** running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION OF BIDS

2.1 Stages of Bid Evaluation

Niagara Region will conduct the evaluation of bids in accordance with the stages set out below.

2.2 Stage I – Mandatory Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory requirements. Bids that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFT Particulars.

2.3 Stage II – Pricing

Upon completion of Stage I, the pricing submitted by each compliant bidder will be evaluated in accordance with Appendix C – Pricing Form.

2.4 Selection of Lowest Compliant Bidder

Subject to Niagara Region's reserved rights, the compliant bidder(s) with the lowest pricing per Group will be selected to enter into the Contract in accordance with Part 3.

Bidders may bid on one (1), two (2), or all three (3) Groups in **Appendix G - Pricing Form** BUT ALL Items in the Group MUST be quoted in full to be considered.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Bid

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Contract in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions and Submit Only Requested Information

Bidders should structure their bids in accordance with the instructions in this RFT. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that bidders have not been instructed to submit.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 Information in RFT Only an Estimate

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

3.1.5 Examination of Site

Bidders are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their bids.

3.1.6 Bidders Shall Bear Their Own Costs

The bidder shall bear all costs associated with or incurred in the preparation and submission of its bid.

3.1.7 Bid to Be Retained by Niagara Region

Except as otherwise provided in this RFT, Niagara Region is under no obligation to return the bid or any accompanying documentation submitted by a bidder.

3.1.8 Trade Agreements

Bidders should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFT.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

Notwithstanding section 1.5, Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and

services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFT

3.2.1 Bidders to Review RFT

Bidders shall promptly examine all of the documents comprising this RFT, and

(a) shall report any errors, omissions or ambiguities; and
(b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the bidder to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFT may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addenda issued in the same manner that this RFT was originally issued. Each addendum forms an integral part of this RFT. Such addenda may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by Niagara Region. In the Form of Tender (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, Niagara Region may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that bidder's bid.

3.3 Finalization of Contract, Notification and Debriefing

3.3.1 Selection of Bidder and Finalization of Contract

Notice of selection by Niagara Region to the selected bidder shall be in writing. The selected bidder shall enter into the Contract in the form attached as Appendix A to this RFT and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

3.3.2 Failure to Enter into Contract

In addition to all other remedies available to Niagara Region, if a selected bidder fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and either proceed with the selection of another bidder or cancel the RFT process.

3.3.3 Notification to Other Bidders

Once the Contract is entered into by Niagara Region and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this RFT was originally posted of the outcome of the procurement process.

3.3.4 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.5 Bid Dispute Resolution Procedure

If a bidder wishes to challenge the RFT process, the bidder must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within seven (7) days from the conclusion of the bid opening process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

(a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the bidder to explain the RFT process that led to the selection of the successful bidder.

(b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.

(c) Should the bidder continue to have concerns about the RFT process and is not satisfied with the decision, the bidder may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the bidder and Niagara Region.

(d) The recommended mediator will be approved by both the bidder and Niagara Region.

(e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.

(f) Costs for the mediator shall be equally shared by Niagara Region and the bidder.

(g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

Niagara Region may disqualify a bidder for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFT process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, bidders should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a bid if the supplier participated in the preparation of the RFT, and any such bid submitted will be disqualified.

3.4.2 Disqualification for Prohibited Conduct

Niagara Region may disqualify a bidder or terminate the Contract (in compliance with the applicable Terms and Conditions) if, in the sole and absolute determination of Niagara Region, the bidder has engaged in any conduct prohibited by this RFT or Niagara Region's By-law.

3.4.3 Prohibited Bidder Communications

A bidder shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Tender (Appendix B).

3.4.4 Bidder Not to Communicate with Media

A bidder may not at any time directly or indirectly communicate with the media in relation to this RFT or any Contract entered into pursuant to this RFT without first obtaining the written permission of the Niagara Region Contact.

3.4.5 No Lobbying

A bidder, including any agent or representative of a bidder, may not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFT process or to influence the outcome of the RFT process.

In accordance with Niagara Region's Procurement By-law:

(a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.

(b) Bidders, their staff members, or anyone involved in preparing a bid, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone involved in preparing the RFT or participating in the bid evaluation process, and members of Council.

(c) Niagara Region may reject any bid by a bidder that engages in lobbying, without further consideration, and may terminate that bidder's right to continue in the procurement process.

(d) During a procurement process, all communications shall be made through the Niagara Region Contact. No bidder or person acting on behalf of a bidder or group of bidders, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.

(e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

3.4.6 Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

3.4.7 Past Performance or Past Conduct

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its bid; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region's By-law.

3.5 Confidential Information

3.5.1 Confidential Information of Niagara Region

All information provided by or obtained from Niagara Region in any form in connection with this RFT either before or after the issuance of this RFT

(a) is the sole property of Niagara Region and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this RFT and the performance of the Contract;

(c) must not be disclosed without prior written authorization from Niagara Region; and

(d) shall be returned by the bidders to Niagara Region immediately upon the request of Niagara Region.

3.5.2 Confidential Information of Bidder

Bidders are advised that the disclosure of information received in bids or otherwise relevant to the RFT process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act,* R.S.O. 1990, c. M.56, as amended ("*MFIPPA*"). Bidders should identify any confidential information in their bids. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFT process. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the Niagara Region Contact.

3.6 Reserved Rights, Limitation of Liability and Governing Law

3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

(a) make public the names of any or all bidders;

(b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;

(c) assess a bidder's bid on the basis of

  (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  (ii) information provided by references;
  (iii) the bidder's past performance under previous contracts with Niagara Region;
  (iv) the information provided by a bidder pursuant to Niagara Region exercising its clarification rights under this RFT process; or
  (v) other relevant information that arises during this RFT process;

(d) waive formalities and accept bids that substantially comply with the requirements of this RFT;

(e) verify with any bidder or with a third party any information set out in a bid;

(f) check references other than those provided by any bidder;

(g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;

(h) disqualify any bidder who has engaged in conduct prohibited by this RFT;

(i) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;

(j) select a bidder other than the bidder whose bid reflects the lowest cost to Niagara Region;

(k) reject any bid that contains pricing which appears to be unbalanced or unreasonable;

(l) cancel this RFT process at any stage;

(m) cancel this RFT process at any stage and issue a new RFT for deliverables the same as or similar to the Deliverables;

(n) accept any bid in whole or in part; or

(o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

(a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and

(b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the bid submitted by the bidder, to enter into a contract with any other bidder or to cancel this RFT process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.6.3 Governing Law and Interpretation

The terms and conditions in this Part 3 – Terms and Conditions of RFT Process

(a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and

(c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – CONTRACT TERMS AND CONDITIONS

The Contract for the Deliverables between the parties in respect of:

The Successful Bidder(s) shall Supply and Delivery Medical, Janitorial, and/or Battery Supplies for Niagara Emergency Medical Service. The Successful Bidder(s) may bid on one (1), two (2), or all three (3) Groups. The Successful Bidder(s) shall provide medical supplies information, advice, problem solving, and in-service assistance to the NEMS as may be required on request.

means and is comprised of the following documents, which are collectively referred to as the "Contract":

(a) the Purchase Order issued by Niagara Region inclusive of the Purchase Order Terms and Conditions found at www.niagararegion.ca/business;
(b) the 2017-T-13 Supply and Delivery Medical, Janitorial, and/or Battery Supplies for Niagara Emergency Medical Service , including any addenda, (the "Solicitation Document"); and
(c) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

Save as specifically provided below, any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. Notwithstanding the general precedence provided herein, the terms of this Appendix "A" shall take precedence over the definition of "Contract" contained in the Purchase Order Terms and Conditions noted above.

APPENDIX B – FORM OF TENDER

1. Bidder Information

Please fill out the following form, and name one person to be the contact for the RFT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under Which the Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Bidder Contact Person and Title:	
Bidder Contact Phone:	
Bidder Contact Facsimile:	
Bidder Contact E-mail:	

2. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFT, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

3. Rates

The bidder has submitted its rates in accordance with the instructions in the RFT and in the Pricing Form set out in Appendix C.

4. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFT.

5. Conflict of Interest

The bidder has considered the definition of “Conflict of Interest” in Section 3.4 of the RFT and declares that there is no Conflict of Interest relating to the preparation of its bid, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by

Niagara Region to Niagara Region's advisers retained for the purpose of evaluating or participating in the evaluation of this bid.

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **ninety (90)** following the Submission Deadline.

8. Enter into Contract

The bidder agrees that in the event its bid is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFT in accordance with the terms of this RFT.

9. Addenda

The bidder is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by completing the statement below:

The bidder has received **addendum/addenda numbers _____ to _____**, inclusive, and all changes specified therein have been included in the bidder's pricing.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

_____	_____
Signature of Witness	Signature of Bidder Representative
_____	_____
Name of Witness	Name of Bidder Representative
	_____
	Title of Bidder Representative
	_____
	Date
	I have the authority to bind the bidder.

ORIGINAL SIGNATURES ONLY; NO ELECTRONIC

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

(a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.

(b) Rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

(c) Multiple bidders may be awarded. The Bidders may bid on one (1), two (2), or all three (3) Groups BUT ALL Items in the Group MUST be quoted in full to be considered. Failing to do so will cause the Group bid on to be disqualified.

(d) Pricing quoted is to be all inclusive unit pricing, FOB destination, Freight Prepaid (exclusive of taxes).

(e) Transfer Total Price from Group 1, Group 2, Group 3 on Appendix G – Pricing Form to Form of Tender - Pricing Page.

2. Evaluation of Pricing

Pricing will be evaluated on the Total for Group Price based on Estimated Annual Usage by EACHES multiplied by Unit Price per EACHES (D x E = F).

3. Pricing Form

Bidders may bid on one (1), two (2), or all three (3) Groups in **Appendix G - Pricing Form** BUT ALL Items in the Group MUST be quoted in full to be considered. Failing to do so will cause the Group bid on to be disqualified.

FORM OF TENDER – PRICING PAGE

I/We, the undersigned, **having the authority to bind the Company**, certify that I/We have examined the Information to Bidders & General Conditions, Specifications & Scope of Work, and Form of Tender do hereby offer and agree to enter into an agreement with the Regional Municipality of Niagara to Supply and Delivery Medical, Janitorial, and/or Battery Supplies for Niagara Emergency Medical Service as described herein:

Item Number	Description		Total for Group 1
1	Appendix G - Pricing Form – Total for Group 1		$
		*Sub Total	$
		HST 13%	$
		TOTAL	**$**

Item Number	Description		Total for Group 2
2	Appendix G - Pricing Form – Total for Group 2		$
		*Sub Total	$
		HST 13%	$
		TOTAL	**$**

Item Number	Description		Total for Group 3
3	Appendix G - Pricing Form – Total for Group 3		$
		*Sub Total	$
		HST 13%	$
		TOTAL	**$**

*Sub Total for Group 1, Group 2, and Group 3 on Form of Tender – Pricing Page will be read out during the Public Opening.

COMPANY:	**SIGNATURE:**

LIST OF SUB-CONTRACTORS *(If Applicable)*

IN THE SPACES PROVIDED BELOW, PLEASE LIST THOSE SUB CONTRACTORS YOU INTEND TO USE:

#	ORGANIZATION	CONTACT NAME	PHONE NUMBER
1.			
2.			
3.			
4.			

COMPANY:	SIGNATURE:

APPENDIX D – RFT PARTICULARS

A. THE DELIVERABLES

The Successful Bidder(s) shall ensure that all supplied items conform to Provincial Equipment Standards for Ontario Ambulance Services, July 2017, Version 3.0 Ambulance Service Patient Care & Documentation Standards, Ambulance Service Communicable Disease Standard as may be applicable, as well as associated applicable legislation, standards and regulations regarding the medical supplies and equipment utilized in the paramedic setting related to the land ambulance health care environments, as may be amended from time to time.

OPTIONAL YEARS ADJUSTMENT UNIT PRICING

During the Contract the Successful Bidder(s) can submit written requests for the Unit Prices to be adjusted up or down by the following two factors only:

• Statistics Canada price index for Health and Personal Care for the 12-month period previous, Reference link listed: http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09a-eng.htm. If this site discontinues publishing these statistics, the Niagara Region will provide an alternate relevant link for basis of an adjustment.

• Exchange rate applicable to any item affected by the fluctuation in the Canadian Dollar. Pricing adjustments will be considered up to the difference between the previous year's term exchange rate and the exchange rate upon request of the adjustment 60 days prior to the commencement of the renewal term. The initial date used to verify the exchange rate will be the Proposal closing date. Source: Bank of Canada

The Successful Bidder(s) must provide the request and written documentation 60 days prior to the renewal date of the extension term. The written documentation shall indicate which items are to be considered for price adjustment along with a letter from the Manufacturer(s) with documented reasoning for the price adjustment. The Niagara Region has the right to reject the proposed price changes or request additional information for clarification. The pricing adjustment request cannot exceed 10% of the previous term's price.

DISCONTINUED PRODUCTS

In the event a product is to be discontinued, the Successful Bidder(s) shall notify NEMS, ensuring that a minimum of 90 days of current stock of the product is readily available from the date of notification for purchase if desired. The notice shall provide the following information:

- Copy of the dated notice from the manufacturer (if applicable);
- Any replacement products and samples if known;
- Complete list of approved alternate products and their respective prices; and
- Verification that the replacement product(s) meet or exceed Ministry of Health and Long Term Care and/or any other regulated standards.

ADDITION OR DELETION OF PRODUCTS

NEMS reserves the right to add or delete products from this Contract at any time and negotiate minor changes without recalling or reissuing this Request for Tenders. Any items added will become part of the Contract going forward.

PRODUCT CHANGES, SHORTAGES AND RECALLS

The Successful Bidder(s) shall have protocols for mitigation of product shortages and recalls, and shall notify NEMS within 24 hours of all recalls of listed products. All recalled products will be replaced at no additional cost to NEMS. The Successful Bidder(s) shall provide advance notification of any change in product appearance, packaging or labeling, including colour variance in the packaging.

PRODUCT EXPIRY

The "best before" or "expiry" date for all items in this Contract shall not be less than twelve (12) months from the date of delivery. The Successful Bidder(s) shall accept expired product listed in this Contract for disposal without charge. At NEMS discretion, expired products may be retained for training or educational purposes.

ORDER METHOD

Unless otherwise agreed by NEMS and the Successful Bidder(s), Purchase Orders will be emailed to the Successful Bidder(s) from the Procurement Section on an as-required basis. If on-line ordering is available, NEMS may choose this ordering method at any time during the Contract.

ORDER FREQUENCY

Orders will be placed on an as required basis. Unless the NEMS has been informed beforehand of a stock shortage, routine orders are normally to be delivered within 10 business days and urgent orders within one business day.

DATA AND REPORTING/ORDER SUBMISSION

The Successful Bidder(s) shall maintain and provide NEMS on a quarterly basis, data management capabilities including but not limited to online order and purchase orders, backorder tracking where available, order trend analysis, lot number-tracking and expiry date tracking. If feasible, the NEMS proposes to submit and query the status of orders online if the Successful Bidder(s) offers an online catalogue and order management capability. If this capability is not available, orders will be submitted via purchase orders.

SERVICE LEVEL/STOCK MANAGEMENT

The Successful Bidder(s) shall maintain or have immediate access to a minimum of three-months (90 days) inventory of listed products (based on estimated annual quantities), or inform the NEMS immediately (within 24 hours) of national stock shortages which are beyond their control. Where the Successful Bidder(s) is unable to fill a requirement from stock, all available items shall be shipped, and unavailable items shall be managed as a back-order, cross-referenced to the original order. The Successful Bidder(s) is responsible for any and all delivery costs including next day delivery. In the event a back-order cannot be filled in time to not meet the needs of the NEMS , as deemed by the NEMS , NEMS reserves the right to purchase from an alternative source to fulfill that order.

PRIORITY DISTRIBUTION

As a provider of emergency services in crisis and disaster situations, in the event that emergency(s) and/or public health measure(s) have been declared or enacted, NEMS will require first priority classification in fulfilling orders.

DELIVERY & TRANSPORTATION

The Successful Bidder(s) shall be responsible for the delivery of all products required. Delivery shall be Freight On Board (F.O.B.) Point – The F.O.B. point shall be the initiation location of the order. The Successful Bidder(s) shall be responsible for delivery of all products ordered under Contract to the designated location at no additional cost. Due to temperature sensitivity, delivery of pharmaceuticals shall include consideration of protection from extreme heat or cold temperatures in transit. Successful Bidder(s) fleet shall be fully bonded.

Delivery to Niagara Emergency Medical Services fleet centre – 2 Westwood Court Unit 300, Niagara On The Lake, Ontario L0S 1J0.

If the designated location were to change, NEMS would give sufficient notice in writing to the Successful Bidder(s) of the new address.

RECEIPT OF GOODS

Upon receipt of goods, a delegate will sign for receipt of material. Signing for the receipt of material shall NOT be construed as acceptance of the goods received, their quality or quantity, but is simply the receipt of a package. The requestor alone will ascertain the correctness and/or acceptability of the goods.

When material or quantities are incorrect, the requestor will contact the Successful Bidder(s) to arrange for return or replacement. The Successful Bidder(s) accounting system must provide for adjustments or credits resulting from above**.**

DAMAGED PRODUCT

Should the product be damaged in transportation or unloading, or shows signs of degradation before the date of expiry has been reached the Successful Bidder(s) shall be responsible and bear all cost of repairs and/or repackaging and, if deemed necessary by NEMS, shall replace the products damaged within a mutually agreed upon amount of time.

REJECTED GOODS AND SERVICES

When goods are rejected by the receiving department, they shall be removed by the Successful Bidder(s) from the premises of the department within five (5) days after notification unless public health and safety require immediate destruction or other disposal of such rejected goods in which case the department may take such actions as it deems necessary. Rejected goods left longer than five (5) business days will be considered as abandoned and the department shall have the right to dispose of them as its own property.

PROHIBITED

The following are prohibited under this contract: minimum orders, restocking fees, delivery charges or any other fee/charge in addition to the prices bid on Appendix G - Pricing Form.

SUCCESSFUL BIDDER(S) PRODUCT CODE NUMBERS, DESCRIPTION, PACKAGE SIZE AND CATALOGUES

Upon award, the Successful Bidder(s) is to provide their "Product Code Numbers", "Description", and "Package Size" for all items listed on the Appendix G - Pricing Form.

"Product Code Numbers", ""Description", and "Package Size" shall be matched on ALL invoicing for materials supplied. The Successful Bidder(s) shall also make available to NEMS the appropriate number of catalogues as requested for each user department and location.

CONTACTS

The Successful Bidder(s) upon award is to provide NEMS with the contact names, e-mail address and telephone information for customer services and sales. It is the responsibility of the Successful Bidder(s) to inform NEMS of any changes to this information.

B. MATERIAL DISCLOSURES

Not Applicable

C. MANDATORY REQUIREMENTS

1. Form of Tender (Appendix B)

Each bid must include a Form of Tender (Appendix B) completed and signed by an authorized representative of the bidder.

2. Pricing Form (Appendix C)

Each bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Bid Security

Not Applicable

4. AODA Standards of Accessibility Compliance

Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region's website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

APPENDIX E – CONDITIONS OF AWARD

The selected bidder must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

1. Certificate of Insurance

The selected bidder must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on Niagara Region's form of Certificate of Insurance, which can be found on Niagara Region's website – www.niagararegion.ca/business/fpr/cert-insurance.aspx. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the bidder acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the bidder will be responsible for the accuracy and validity of the information contained therein. If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

2. Workplace Safety and Insurance Board Clearance

The selected bidder shall provide:

(a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing; or
(b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected bidder, the selected bidder shall provide one of the following (as the case may be):

(a) An Exemption Letter from WSIB, satisfactory to Niagara Region's Director of Legal and Court Services;
(b) An Independent Operators Status Certificate issued by WSIB; or
(c) Such further and other evidence as may be satisfactory to Niagara Region's Director of Legal and Court Services.

In addition to the indemnification provided by the selected bidder elsewhere in this RFT, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

APPENDIX F – BID IRREGULARITIES

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS

			IRREGULARITY	RESPONSE
1.			Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.			Unsealed Envelopes.	Automatic rejection.
3.			**Insufficient Financial Security**	
	A)		No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B)		Amount of financial security is insufficient:	Automatic rejection.
		i.	Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions the insufficiency in the financial security is de minimus (trivial or insignificant).
		ii.	Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C)	i.	Name or signature of Supplier is missing or incomplete.	Automatic rejection.
		ii.	Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D)		Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E)		Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.			**Bid Document – execution**	
	A)		Bids completed in erasable medium.	Automatic rejection.
	B)	i.	Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
		ii.	Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C)		Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D)		Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E)		Signature of witness, if required,	Two (2) working days* to correct, otherwise

	IRREGULARITY		RESPONSE
		missing or incomplete.	automatic rejection.
	F)	Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).		Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.		Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).		Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.		Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.		Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions the incomplete nature is trivial or insignificant.
10.	Mathematical errors.		Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).		Automatic rejection
12.	Bids containing minor obvious clerical errors.		Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.		The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

** Where "working days" specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity

2017-T-13 Appendix G - Pricing Form

***Pricing quoted is to be all inclusive unit pricing, FOB destination, Freight Prepaid (exclusive of taxes).**

***Bidder(s) may bid on one (1), two (2), or all three (3) Groups BUT ALL Items in the Group MUST be quoted in full to be considered. Failing to do so will cause the Group to be disqualified.**

Group	Item Number	Full Description	{A} No. of EACHes Per Package Type	{B} Package Type	{C} Estimated Annual Usage of Package Type	{D} Estimated Annual Usage by EACHes {AxC=D}	{E} Unit Price Per EACHes	{F} Extended Price by EACHes {D X E = F}
Group 1	1	Abdominal pads (Curity)	10	CASE	50	500		
Group 1	2	AeroChamber Plus Flow-Vu /w Mask, Chamber, Valve holding, Adult, Antil-Static	10	CASE	15	150		
Group 1	3	AeroChamber Plus Flow-Vu /w Mask, Chamber, Valve holding, Child, Antil-Static	10	CASE	8	80		
Group 1	4	Airway nasopharayngeal # 30 fr	10	BOX	8	80		
Group 1	5	Airway nasopharayngeal #26 fr	10	BOX	8	80		
Group 1	6	Airway nasopharayngeal #34 fr	10	BOX	8	80		
Group 1	7	Airway, Oral 110 mm.	10	BOX	10	100		
Group 1	8	Airway, Oral 100mm.	10	BOX	10	100		
Group 1	9	Airway, Oral 90mm.	10	BOX	10	100		
Group 1	10	Airway, Oral 70mm	10	BOX	10	100		
Group 1	11	Airway, Oral 80mm.	10	BOX	10	100		
Group 1	12	Airway,Oral 60mm	10	BOX	10	100		
Group 1	13	Airway,Oral 50mm size 0	10	BOX	10	100		
Group 1	14	Alcohol PREP WIPES MED	200	BOX	120	24000		
Group 1	15	AMPULE CRACKER	100	PACKAGE	150	15000		
Group 1	16	Asherman Seal	10	BOX	5	50		
Group 1	17	Bandaids 3/4" x 3"	100	BOX	160	16000		
Group 1	18	Bandage -Triangular	12	PACKAGE	70	840		
Group 1	19	Barrierbac S Filter (Hygroboy)	25	BOX	8	200		
Group 1	20	Benzalkonium Chrloride Wipes 0.13% BZK	100	BOX	5	500		
Group 1	21	Blanket, Silver Rescue - 56" x 80"	1	EACH	25	25		
Group 1	22	Bougie-disposable	10	BOX	5	50		
Group 1	23	BP unit Child	1	EACH	70	70		
Group 1	24	BP Unit: Adult	1	EACH	150	150		
Group 1	25	Broselow Rainbow tape (current standard)	1	EACH	30	30		
Group 1	26	Burn kit	1	EACH	20	20		
Group 1	27	BVM-Disp-Adult Spur11 with Res.& Mask	12	CASE	35	420		
Group 1	28	BVM-Disp-Child Spurr 11	12	CASE	10	120		
Group 1	29	BVM-Disp-Infant ResuscitatorSpur II	12	CASE	8	96		
Group 1	30	Canvas Stretcher 10oz unblEACHed	1	EACH	105	105		
Group 1	31	CATH BD INSYTE AUTOGUARD 14GX1.75IN	50	BOX	10	500		
Group 1	32	CATH BD INSYTE AUTOGUARD 16G X 3CM	50	BOX	15	750		
Group 1	33	CATH BD INSYTE AUTOGUARD 18G X 3CM	50	BOX	75	3750		
Group 1	34	CATH BD INSYTE AUTOGARD 20G X 3CM	50	BOX	150	7500		
Group 1	35	CATH BD INSYTE AUTOGUARD 22G X 1IN	50	BOX	55	2750		
Group 1	36	CATH BD INSYTE AUTOGUARD 24GX0.75IN SHIELDED	50	BOX	25	1250		
Group 1	37	500mL Disposable Pressure Infuser	10	CASE	8	80		
Group 1	38	Clearlink CONTINU-FLO solution set 3Y 60-drops 101in	48	CASE	2	96		
Group 1	39	Clearlink Extension Set Control A Flo Regulator	48	CASE	2	96		
Group 1	40	Cold pack	24	CASE	20	480		
Group 1	41	Collar Stifneck, rigid cervical no neck)	50	BOX	9	450		
Group 1	42	Collar, Stifneck rigid cervical (baby/Paediatric)	1	EACH	25	25		
Group 1	43	Collar,Stifneck rigid cervical (regular)	1	EACH	25	25		

***Pricing quoted is to be all inclusive unit pricing, FOB destination, Freight Prepaid (exclusive of taxes).**

***Bidder(s) may bid on one (1), two (2), or all three (3) Groups BUT ALL Items in the Group MUST be quoted in full to be considered. Failing to do so will cause the Group to be disqualified.**

Group	Item Number	Full Description	{A} No. of EACHes Per Package Type	{B} Package Type	{C} Estimated Annual Usage of Package Type	{D} Estimated Annual Usage by EACHes {AxC=D}	{E} Unit Price Per EACHes	{F} Extended Price by EACHes {D X E = F}
Group 1	44	Collar, Stifneck rigid cervical, short	1	EACH	25	25		
Group 1	45	Collar, Stifneck rigid cervical, tall	1	EACH	25	25		
Group 1	46	Convenience bags	144	CASE	50	7200		
Group 1	47	CPAP- Adult in line MDI spacers (adaptors)	50	PACKAGE	10	500		
Group 1	48	CPAP- Filters,Bacterial/Viral	50	CASE	5	250		
Group 1	49	CPAP- Patient Circuit-Disp-6' with adult mask/filter	1	EACH	160	160		
Group 1	50	CPAP- Long neck blue tee adaptor	1	EACH	50	50		
Group 1	51	Disposable Collection Jar (Green - 1200cc.)	12	CASE	8	96		
Group 1	52	DISPOSABLE FIBREOPTIC BATTERY HANDLE LED LIGHT	20	BOX	20	400		
Group 1	53	Dressing pressure- large	1	EACH	270	270		
Group 1	54	Dressing pressure-small	1	EACH	200	200		
Group 1	55	DRESSING SURG Tegaderm TRANSPARENT FILM 6X7CM	100	BOX	70	7000		
Group 1	56	Electrostatic Filter Infant-Pediatric	25	BOX	25	625		
Group 1	57	Electrostatic Filter Pediatric-Neonate	25	BOX	25	625		
Group 1	58	Emergency Yellow Blanket, rescue, absorbent, water	24	BOX	60	1440		
Group 1	59	Extensions - Y-TUBE 20cm SET 7.7" 1.8ML LUER LOCK ADAPTERS	48	CASE	10	480		
Group 1	60	Extension set, PRIMARY EXTSET 7IN-ROTATING LUER	50	CASE	140	7000		
Group 1	61	Eye pads	50	BOX	75	3750		
Group 1	62	FilterLine Set Adult/Pediatric	25	BOX	10	250		
Group 1	63	FilterLine Infant/Neonatal CO2 sampling Line & adaptor	25	BOX	5	125		
Group 1	64	Gallant Safety Prep Razors	50	BOX	10	500		
Group 1	65	Gauze 2 x 2 (2ply)	50	BOX	225	11250		
Group 1	66	Gauze 4 x 4 - (2 ply)	50	BOX	45	2250		
Group 1	67	Gowns Blue impermeable large (regular)	50	CASE	5	250		
Group 1	68	Gowns Blue impermeable Xxlarge	50	CASE	5	250		
Group 1	69	'Foamie' Head Immobilizer Blocks w/tape	11	CASE	40	440		
Group 1	70	INTRAOSSEOUS INFUSSION NEEDLE DISP 16gX4CM	5	BOX	15	75		
Group 1	71	INTRAOSSEOUS INFUSSION NEEDLE DISP 18gX4CM	5	BOX	15	75		
Group 1	72	King LT-D size 2	10	BOX	5	50		
Group 1	73	King LT-D size 2.5	10	BOX	5	50		
Group 1	74	King LT-D size 3	10	BOX	10	100		
Group 1	75	King LT-D size 4	10	BOX	5	50		
Group 1	76	King LT-D size 5	10	BOX	5	50		
Group 1	77	Kling - 4"	12	BOX	25	300		
Group 1	78	Kling-6"	12	BOX	30	360		
Group 1	79	LARYNGOSCOPE BLADE DISPOSABLE MACINTOSH SIZE 0	1	EACH	10	10		
Group 1	80	LARYNGOSCOPE BLADE DISPOSABLE MACINTOSH SIZE 1	1	EACH	50	50		
Group 1	81	LARYNGOSCOPE BLADE DISPOSABLE MACINTOSH SIZE 2	1	EACH	50	50		
Group 1	82	LARYNGOSCOPE BLADE DISPOSABLE MACINTOSH SIZE 3	1	EACH	310	310		
Group 1	83	LARYNGOSCOPE BLADE DISPOSABLE MACINTOSH SIZE 4	1	EACH	210	210		
Group 1	84	LUBRICANT MUKO JELLY 140GM TUBE	1	EACH	15	15		
Group 1	85	LUBRICANT MUKO JELLY 3.5GM SACHET	100	BOX	15	1500		

***Pricing quoted is to be all inclusive unit pricing, FOB destination, Freight Prepaid (exclusive of taxes).**

***Bidder(s) may bid on one (1), two (2), or all three (3) Groups BUT ALL Items in the Group MUST be quoted in full to be considered. Failing to do so will cause the Group to be disqualified.**

Group	Item Number	Full Description	{A} No. of EACHes Per Package Type	{B} Package Type	{C} Estimated Annual Usage of Package Type	{D} Estimated Annual Usage by EACHes {AxC=D}	{E} Unit Price Per EACHes	{F} Extended Price by EACHes {D X E = F}
Group 1	86	MAGILL CATHETER FORCEP 7" PED	12	BOX	12	144		
Group 1	87	MAGILL CATHETER FORCEP 9.75" ADULT	12	BOX	8	96		
Group 1	88	Mask, Aerosol Adult	50	CASE	5	250		
Group 1	89	Mask, Aerosol Paediatric	50	CASE	3	150		
Group 1	90	Mask, full face shield	25	BOX	18	450		
Group 1	91	Mask, AURA N95 3M 1870+	20	BOX	142	2840		
Group 1	92	Mask, N95 Pleats Plus Ind. Wrap M/L	25	BOX	10	250		
Group 1	93	Mask, N95 Pleats Plus Ind. Wrap S/M	25	BOX	10	250		
Group 1	94	Mask, O2 non-rebreather H-con	20	CASE	200	4000		
Group 1	95	Mask, O2 with tubing simple Child	50	CASE	4	200		
Group 1	96	Mask, O2 with tubing, simple Adult	50	CASE	4	200		
Group 1	97	Mask, Therapy FLO2MAX-Adult-Latex Free	50	CASE	5	250		
Group 1	98	Mask, Therapy FLO2Max-Child-Latex Free	50	CASE	5	250		
Group 1	99	Mask,AmbuDuraclear-Infant (for disp.BVM)	12	CASE	5	60		
Group 1	100	Mask,AmbuDuraclear-Toddler (for dispBVM)	12	CASE	2	24		
Group 1	101	Mask-P-100 Respirator 3M	20	BOX	5	100		
Group 1	102	Mask-P-100 Respirator Moldex	20	BOX	5	100		
Group 1	103	Meconium Aspirator	25	BOX	25	625		
Group 1	104	Metered dose inhaler (MDI), aerosolization adapter (ETT)	25	BOX	25	625		
Group 1	105	MAD-300 Intranasal Mucosal Atomization Device w/o Syringe	25	BOX	50	1250		
Group 1	106	MILLER FIBRE-OPTIC BLADE SIZE 0	1	EACH	10	10		
Group 1	107	MILLER FIBRE-OPTIC BLADE SIZE 00	1	EACH	10	10		
Group 1	108	MILLER FIBRE-OPTIC BLADE SIZE 1	1	EACH	10	10		
Group 1	109	MILLER FIBRE-OPTIC BLADE SIZE 2	1	EACH	10	10		
Group 1	110	MILLER FIBRE-OPTIC BLADE SIZE 3	1	EACH	110	110		
Group 1	111	MILLER FIBRE-OPTIC BLADE SIZE 4	1	EACH	80	80		
Group 1	112	Nasal Canula: Straight tip Adult	30	CASE	100	3000		
Group 1	113	Nebulizers small volume, MICRO MIST,	50	CASE	40	2000		
Group 1	114	NEEDLE BD HYPO BLUNT FILL 18GX1 1/2IN STERILE	1000	CASE	70	70000		
Group 1	115	NEEDLE BD SAFETYGLIDE HYPO 22GX1 1/2IN IM STERILE	500	CASE	65	32500		
Group 1	116	NEEDLE BD SAFETYGLIDE HYPO 25GX1IN IM STERILE	500	CASE	50	25000		
Group 1	117	NEEDLE BD SAFETYGLIDE HYPO 25GX5/8IN SUBQ STERILE	500	CASE	60	30000		
Group 1	118	O2 Supply Tubing	50	CASE	25	1250		
Group 1	119	OBS Kit-special order with 2 suction options	1	EACH	100	100		
Group 1	120	PRIMARY PIGGYBACK 2 CLASE Y SITE SECURE LOCK 100 IN	48	CASE	140	6720		
Group 1	121	Purple Nitrile Safeskin Gloves - medium	10	CASE	75	750		
Group 1	122	Purple Nitrile Safeskin Gloves - X- large	10	CASE	35	350		
Group 1	123	Purple Nitrile Safeskin Gloves- large	10	CASE	80	800		
Group 1	124	Purple Nitrile Safeskin Gloves- X-small	10	CASE	5	50		
Group 1	125	Purple Nitrile Safeskin Gloves-small	10	CASE	35	350		
Group 1	126	Quick Splint Charcoal (Sam)	1	EACH	50	50		
Group 1	127	RED DOT Monitoring Electrodes	1000	CASE	14	14000		
Group 1	128	Scissors-Paramedics Shears	1	EACH	30	30		

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Group 1	129	Scissors Disposable Instrument Pack Sharp/Blunt	20	BOX	10	200		
Group 1	130	Sharp - Dart (Dirarex Sharpes Shaft)	24	BOX	5	120		
Group 1	131	Sharp -A- Gator for vehicle-Large Yellow (5-qt)	36	CASE	3	108		
Group 1	132	Sharp container for Symptom Relief (red)	20	CASE	10	200		
Group 1	133	Sharps Collector Round Vehicle - BD-3L for Wall Cabinet-Yellow	36	CASE	75	2700		
Group 1	134	Sharps Safety small Yellow (Covidien)	1	EACH	85	85		
Group 1	135	Shroud Kit (X-large)	24	CASE	5	120		
Group 1	136	Smart Capnoline Adult Microstream	25	BOX	130	3250		
Group 1	137	Speedsplint	1	EACH	70	70		
Group 1	138	Sterile water 500 ml	16	CASE	110	1760		
Group 1	139	Stethoscope	1	EACH	90	90		
Group 1	140	STYLET MALLINCKRODT INTUBATING 14FR	20	BOX	15	300		
Group 1	141	STYLET MALLINCKRODT INTUBATING 6FR	20	BOX	20	400		
Group 1	142	Suction catheter # 16 fr	1	EACH	10	10		
Group 1	143	Suction catheter # 8 fr	1	EACH	10	10		
Group 1	144	Suction Catheter #10fr.	1	EACH	50	50		
Group 1	145	Suction catheter #12fr.	1	EACH	10	10		
Group 1	146	Suction catheter #14fr.	1	EACH	50	50		
Group 1	147	Suction catheter #18 fr	1	EACH	10	10		
Group 1	148	Suction catheter #5 fr	50	CASE	10	500		
Group 1	149	Suction catheter #6 fr.	50	CASE	10	500		
Group 1	150	Suction catheter #6.50fr.	1	EACH	10	10		
Group 1	151	Suction tip, wide bore	50	BOX	20	1000		
Group 1	152	Suction tubing for P2 bag	50	CASE	5	250		
Group 1	153	Suction Canisters300 ml.Disp.with tubing	12	CASE	15	180		
Group 1	154	Sudecon Wipes	100	BOX	3	300		
Group 1	155	SUPERSET Extension Swivel Adaptor	10	CASE	35	350		
Group 1	156	Surface Safe - 2 step (BOX15 twin PK)	15	BOX	60	900		
Group 1	157	SYRINGE BD 1ML ONLY LUER-LOK STERILE	100	BOX	10	1000		
Group 1	158	SYRINGE BD 3ML ONLY LUER-LOK STERILE	200	BOX	10	2000		
Group 1	159	SYRINGE BD 10ML ONLY LUER-LOK STERILE	200	BOX	15	3000		
Group 1	160	SYRINGE BD 60ML LUER-LOK STERILE	40	BOX	2	80		
Group 1	161	SYRINGE BD POSIFLUSH PRE-FILLED SALINE 10ML EXTERNALLY UNSTERILE	30	BOX	330	9900		
Group 1	162	TAPE LEUKOPLAST 2.5CMX3M PLASTIC ADHESIVE	12	BOX	35	420		
Group 1	163	TAPE TRANSPORE 1INX10YD SURGICAL	12	BOX	95	1140		
Group 1	164	Tape zonas 1" 2.5 cm (white tape)	24	CASE	15	360		
Group 1	165	ThermoScan LF20 (ear piece)	200	BOX	40	8000		
Group 1	166	Thermoscan Plus (Braun)	1	EACH	130	130		
Group 1	167	Thomas Tube ETT-Restraint Tube	25	BOX	15	375		
Group 1	168	Thomas Tube holder (Peds)	25	BOX	5	125		
Group 1	169	TOURNIQUET LATEX FREE 139905	500	CASE	30	15000		
Group 1	170	TUBE ORAL/NASAL UNCUFFLESS 2.5MM-MURPHY EYE	10	BOX	15	150		
Group 1	171	TUBE ORAL/NASAL UNCUFFLESS 3.0MM-MURPHY EYE	10	BOX	5	50		

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Group 1	172	TUBE ORAL/NASAL UNCUFFLESS 3.5MM-MURPHY EYE	10	BOX	5	50		
Group 1	173	TUBE ORAL/NASAL UNCUFFLESS 4.0MM-MURPHY EYE	10	BOX	5	50		
Group 1	174	TUBE ORAL/NASAL UNCUFFLESS 4.5MM-MURPHY EYE	10	BOX	5	50		
Group 1	175	TUBE ORAL/NASAL UNCUFFLESS 5.0 MM-MURPHY EYE	10	BOX	5	50		
Group 1	176	TUBE ORAL/NASAL UNCUFFLESS 5.5MM-MURPHY EYE	10	BOX	5	50		
Group 1	177	TUBE HI-LOW CUFFED 6.0MM-MURPHY EYE	10	BOX	5	50		
Group 1	178	TUBE HI-LOW CUFFED 6.5MM-MURPHY EYE	10	BOX	5	50		
Group 1	179	TUBE HI-LOW CUFFED 7.0MM-MURPHY EYE	10	BOX	10	100		
Group 1	180	TUBE HI-LOW CUFFED 7.5MM-MURPHY EYE	10	BOX	5	50		
Group 1	181	TUBE HI-LOW CUFFED 8.0MM-MURPHY EYE	10	BOX	10	100		
Group 1	182	TUBE MALLINCKRODTET ENDOTROL 6.0MM-MURPHY EYE	10	BOX	5	50		
Group 1	183	TUBE MALLINCKRODTET ENDOTROL 7.0MM-MURPHY EYE	10	BOX	10	100		
Group 1	184	TUBE MALLINCKRODT ET ENDOTROL 8.0MM-MURPHY EYE	10	BOX	5	50		
Group 1	185	V-Vac Adaptor Tips	4	PACKAGE	25	100		
Group 1	186	V-Vac Cartridge	1	EACH	20	20		
Group 1	187	V-Vac Catheters	4	PACKAGE	20	80		
Group 1	188	V-Vac Double Connectors	10	PACKAGE	20	200		
Group 1	189	Yankeur Suction tip	50	CASE	14	700		
Group 1	190	Yoke Seal	10	CASE	4	40		
							TOTAL FOR GROUP 1	$

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Group 2	1	Batteries - Lithium CR2032	6	BOX	15	90		
Group 2	2	Batteries -Lithium -CR2025	6	BOX	10	60		
Group 2	3	Batteries 6 volts GP Latern	1	EACH	100	100		
Group 2	4	Batteries 9 volt (used for simulators and smoke alarms)	12	CASE	10	120		
Group 2	5	Batteries AA cell	24	CASE	20	480		
Group 2	6	Batteries AAA cell	24	CASE	20	480		
Group 2	7	Batteries C cell	12	CASE	5	60		
Group 2	8	Batteries D cell (used for flashlights)	12	CASE	5	60		
							TOTAL FOR GROUP 2	$

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Group	Item Number	Full Description	{A} No. of EACHes Per Package Type	{B} Package Type	{C} Estimated Annual Usage of Package Type	{D} Estimated Annual Usage by EACHes {AxC=D}	{E} Unit Price Per EACHes	{F} Extended Price by EACHes {D X E = F}
Group 3	1	Oxivir TB Wipes Disinfectant	160	PACKAGE	1060	169600		
Group 3	2	Maxi Pressure Wash (20L) Jug	1	EACH	75	75		
Group 3	3	Debonaire Foaming Hand Soap	8	CASE	12	96		
Group 3	4	Safety glasses Ztek - Clear Lens Anti-Fog	1	EACH	625	625		
Group 3	5	Safety glasses Ztek - Indoor/ Outdoor Lens	1	EACH	625	625		
Group 3	6	Goggles-Safety Splash-Anti Fog	1	EACH	45	45		
Group 3	7	24X22 Garbage bags	500	CASE	50	25000		
Group 3	8	35X50 Garbage bags	150	CASE	50	7500		
Group 3	9	BLUE-Looped Med wide band Mop Head	1	EACH	50	50		
Group 3	10	EarplugsReg YLW 33DB	200	BOX	20	4000		
Group 3	11	Glow Stick 6 inches Green	1	EACH	75	75		
Group 3	12	Kleenex	135	CASE	7	945		
Group 3	13	Mirror Magic 10 to 1	4	CASE	15	60		
Group 3	14	ORANGE-Looped Med wide band Mop Head	1	EACH	50	50		
Group 3	15	Polar (ice and snow melter) (4x10lbs)	4	CASE	24	96		
Group 3	16	Rescue Sporicidal Wipes - Virox tubs	10	CASE	38	380		
Group 3	17	Specs UVEX ASTRO OTG -Black	1	EACH	35	35		
Group 3	18	Tork Advanced 2 Ply Toilet Paper	12	CASE	50	600		
Group 3	19	Tork Towels	6	CASE	50	300		
Group 3	20	VanGard Disinfectant	4	CASE	50	200		
Group 3	21	Wypall X70	10	CASE	50	500		
Group 3	22	Purell 4 oz Flip-cap	24	CASE	50	1200		
Group 3	23	Purell 8 oz Gel Purell Sanitizer 236ML	12	CASE	50	600		
							TOTAL FOR GROUP 3	$

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